

First name:	Last name:	Campus affiliation:	Nominated by:	Add'l Recomm	Diversity	Congress. Dist.	Dean of	Faculty	Student	Staff	Alumni	Community Member	Department name:
Shonda	Johnson				*	5th		X		X			Degree Audit & Transfer Credit. GPS Lecturer
Kumar	Thurimella	CU Anschutz			*	4th			X				
Jacqueline	Gatlin	CU Colorado Springs			*	5th				X	X		Student Financial Services
Racquel	Paywa	CU Colorado Springs			*					X	X		Chancellor's Office
Nolbert	Chavez				*	1st					X		
Lily	Griego	CU Denver			*	1st					X	X	
Ben	Ochoa				*	1st					X	X	
Rosemary	Rodriguez				*	1st						X	
Normandy	Roden	CU System Administration			*	1st				X			Office of University Controller
Cuneyt	Akay				*	1st						X	
Darci	Adams	CU Anschutz				4th				X			SOM-Surgery-Vascular Surgery
Cathleen	Angell	CU Denver and Anschutz				1st				X			Office of Diversity and Inclusion
Carolyn	Brownawell	CU Denver and Anschutz				1st				X			Human Resources
Peter	Burke	CU Boulder								X	X		Advancement
Monica	Carroll	CU Boulder				2nd				X			Human Resources
Nicole	Combs	CU System Administration				2nd				X			Advancement Strategy
Daniel	Conroy	CU Boulder				2nd				X	X		Heath and Wellness
Alejandro	De Jesus	CU Colorado Springs	Nancy Moore, UCSC Chair			5th				X			University Center and Event Services
Corey	Edwards	CU Denver and Anschutz								X			Office of Digital Education
Jasmine	Evans	CU Boulder				2nd				X			Career Services
Michael	Ferreiros	CU Anschutz				6th				X	X	X	Gates Center for Regenerative Medicine (DERM)
Arthur	Figel	CU System Administration				2nd				X		X	University Information Services
Carlos	Garcia	CU Colorado Springs								X			Vice Chancellor for Student Success
Elisa	George	CU Denver				4th				X		X	Management Department
Kristi L	Gitkind	CU Boulder				2nd				X	X		College of Media, Communication and Information
Lauren	Harris	CU Boulder				2nd				X			Human Resources
Douglas	Hicks	CU Denver and Anschutz								X	X		Department of Physiology and Biophysics
Douglas	Hicks	CU Anschutz				1st				X	X		Department of Physiology and Biophysics
Alex	Holmgren	CU Boulder				2nd			X	X	X		Center for Western Civilization, Thought & Policy
Ida Mae	Isaac	CU Boulder				2nd				X			Infrastructure & Sustainability - Planning, Design & Construction
John	Kelly	CU Boulder	Nancy Moore, UCSC Chair			2nd				X			NCWIT (National Center for Women & Information Technology)
Katherine	Kotlarczyk	CU System Administration								X			Office of Advancement
Elizabeth	Kroger	CU Boulder				2nd				X			JILA
John	Krueger	CU Boulder				2nd				X			Planning, Design, and Construction
Ryan	LaRoy	CU Colorado Springs				5th				X	X		OIT
Amanda	Lassoued	CU Anschutz				1st				X			Pediatrics - DHI
Jerman	Lopez	CU Denver and Anschutz				1st				X	X		Environmental Health and Safety
Heidi	Mallon	CU Boulder								X			Office of Undergraduate Education & the Graduate School
Luke	Marsh					5th				X			Campus Planning and Facilities Services
Ana	Martin	CU Boulder								X			Office of Information Technology
Genna	McGahee	CU Boulder				2nd				X		X	Infrastructure & Sustainability
Mark	Meaney	CU Boulder				2nd		X		X			Center for Ethics and Social Responsibility
David	Meens	CU Boulder				2nd		X		X	X		Office for Outreach and Engagement
Doug	Merrifield	CU Colorado Springs				5th				X			Bookstore
Sarah	Miller	CU Boulder				2nd				X			College of Engineering & Applied Science
Aris	Molock	CU Anschutz								X			Pediatrics, Section of Genetics and Metabolism
Beth	Myers	CU Boulder								X	X		College of Engineering and Applied Science
Christopher	Nims	CU Denver						X		X	X		College Administration
Jesse	Perez	CU Colorado Springs				5th				X			Multicultural Office for Student Access, Inclusiveness, and Community and LGBT+ Resource Center
Jennifer	Plum	CU Denver and Anschutz				1st				X			Anesthesia
Jennifer	Plum	CU Denver and Anschutz								X			Anesthesia
Jevita	Rogers	CU Colorado Springs				5th				X			Financial Aid, Student Employment, and Scholarships
Aaron	Roof	CU Boulder				2nd		X		X	X		Undergraduate Education

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Alan	Slinkard	CU Boulder				2nd				X			Facilities Management Boulder Campus Staff Council
Tony R.	Smith, PhD	CU Denver								X			Experiential Learning Center
Scott	Steinbrecher	CU Denver and Anschutz				1st				X	X		School of Public Affairs
Haley	Steinert	CU Anschutz				6th				X	X	X	Neurology
Dan	Wilkerson	CU Anschutz								X			Marcus Institute for Brain Health
Alex	Adams	CU Colorado Springs				5th			X				
Joanne	Addison	CU Denver				1st		X					
E. Scott	Adler	CU Boulder				2nd		X					
James	Alexander	CU Boulder				1st						X	
Brenda	Allen	CU Denver and Anschutz	Dorothy Horrell and Don Elliman	yes.		1st		X					
Rachel	Amspoker	CU Boulder							X				
Carly	Anderson Stewart	CU Boulder							X				
David	Baker	CU Denver				1st					X	X	
Grant	Baker	CU Boulder				2nd			X				
Margaret	Bathgate	CU Boulder				1st						X	
Tom	Baur	CU Boulder				4th					X		
Carolyn	Bell	None				1st						X	
Christopher	Bell	CU Colorado Springs	Grace Gatto	yes.		5th		X					
Kambez	Benam	CU Anschutz						X					
Lori	Bergen						X						
Stephen	Berman	CU Anschutz				1st		X					
Laura	Borgelt	CU Anschutz				6th		X					
Steve	Bosley		Jeannie Thompson	yes		2nd					X	X	
Bobby	Braun	CU Boulder					X						
Loren	Brown	CU Boulder				1st					X		
Roger	Burton	CU Boulder				4th					X		
Jonathan	Cain	CU Denver				1st			X			X	
Sharon	Caulfield	CU Denver and Anschutz				2nd					X	X	
Tom	Cech	CU Boulder				2nd		X					
Patricia	Chlouber					3rd					X	X	
Ralph	Christoffersen					2nd						X	
Alexander	Clinkenbeard	CU Anschutz				1st			X				
Andrew	Comer	CU Boulder				1st					X	X	
Elizabeth	Coombs	CU Boulder				1st					X	X	
Ryan	Crisman	CU Anschutz						X			X		
Janine	Davidson	CU Boulder									X		
Scott	deLuise					2nd					X	X	
Krish	Desai	CU Boulder							X				
Susan	Dlin	CU Denver				2nd			X		X		
Stephanie	Donner					1st						X	
Larry	Drees	CU Boulder									X		
Louise (Lucy)	Dwight	CU Denver	Faculty Council			1st		X					
Nan	Ellin	CU Denver					X						
K Richard	Engel	CU Boulder				1st					X		
Herbert L	Fenster	CU Boulder										X	
Robert	Ferry	CU Boulder	Faculty Council			2nd		X					
Harrison	Finch	CU Boulder				1st			X				
Mike	Foote	CU Boulder				2nd					X	X	
Troy	Fossett	CU Boulder				2nd			X				
Rick	Gardner	CU Denver	Venkat Reddy			1st		X					
Martin	Garmar	CU Colorado Springs				5th	X						
Cassandra	Gonzalez	CU Boulder				2nd			X				
George K.	Gramer, Jr	CU Boulder				1st					X		
Michael	Grant	None										X	
Alison	Griffin	None				2nd						X	

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Rachael	Hamilton	CU Denver				1st			X				
Stephen	Hansen	CU System Administration										X	
David	Hekman	CU Boulder						X					
Elliott	Hood	CU Boulder				2nd					X	X	
Andrea	Hutchins	CU Colorado Springs				5th		X					
Michael	Imhoff	CU Boulder	Jack Finlaw			1st					X		
Ida Mae	Isaac	CU Boulder				2nd						X	
Ida Mae	Isaac	CU Boulder				2nd					X		
Kevin	Jacobs	CU Denver and Anschutz				2nd					X	X	
Elyse	Janish	CU Boulder				2nd			X				
Matthew	Jennings	CU Boulder									X		
Rigby	Johnson	CU Denver				7th			X				
David R.	Kassoy	CU Boulder						X					
Maja	Krakowiak	CU Colorado Springs	Faculty Council			5th		X					
Patricia	Limerick	CU Boulder				2nd		X					
Jim	Linfield					2nd						X	
David	Lockley	CU Boulder				7th					X		
Tom	Lucero	CU Denver									X	X	
Nancy	Major	CU Anschutz						X					
Sharon	Matusik	CU Boulder	Provost Russell Moore			2nd	X						
Steven	McCarthy	CU Boulder				2nd					X	X	
Frank	McNulty					6th					X	X	
Becky	Medved	CU Colorado Springs				5th					X	X	
Sarah	Mercer	CU Boulder				1st					X		
Ruel	Mercure	CU Boulder				2nd					X		
Patrick	Meyers	CU Denver				1st					X	X	
Leslie	Mitchell	CU Boulder				1st					X	X	
Rustain	Morgan	CU Anschutz				4th		X					
Charles	Musgrave	CU Boulder				2nd		X					
William	Myer	CU Colorado Springs				1st					X		
Bruce	Neumann	CU Denver						X					
Johnnie	Nguyen	CU Boulder	Nicholoas Monck	yes.	*				X				
Cindy	OBryant	CU Denver and Anschutz				6th		X					
Kimbirly	Orr	CU Boulder				4th					X	X	
Robert	Pasnau	CU Boulder				2nd		X					
Samuel	Payne	CU Anschutz				1st			X				
Dee	Perry	CU Boulder				2nd					X		
Anthony	Pfaff	CU Denver				2nd			X		X		
Mark	Phillips					2nd						X	
Roger	Pielke	CU Boulder						X					
Kristi	Pollard					2nd						X	
Laura-Elena	Porras	CU Boulder				1st			X				
J. David	Port	CU Anschutz						X					
Brad	Power										X	X	
Luke	Ragland	CU Boulder				1st					X	X	
Urooj	Raja	CU Boulder							X				
Brenden	Ray	CU Denver				6th			X				
John	Repine	CU Anschutz				6th		X					
Andrew	Safir	CU Boulder									X		
Paul	Schauer	None				6th						X	
Angelika	Schroeder					2nd					X	X	
Pam	Shockley-Zalabak					5th						X	
Helen	Shreves					1st						X	
Peter	Spear		Richard Jesser and Jane Menken			2nd						X	
Seth	Spielman							X					

[illegible]

**AGREEMENT BETWEEN
WHELESS PARTNERS
AND
THE REGENTS OF THE UNIVERSITY OF COLORADO**

This agreement is made by and between Selge Holdings & Ventures LLC DBA as Wheless Partners and The Regents of the University of Colorado, a body corporate.

RECITALS

WHEREAS, authority exists in the law and funds will be made available;

WHEREAS, Wheless Partners submitted a proposal in response to a Request for Proposal issued by the University of Colorado. Wheless Partners's proposal is attached to this agreement as Exhibit A and is incorporated by reference. To the extent that there is any variance between the proposal and this agreement, the terms of this agreement control the terms between the parties.

WHEREAS, in September 2015, Wheless Partners was selected through a competitive proposal process in accordance with the University of Colorado Procurement Rules;

WHEREAS, the University of Colorado Board of Regents has determined that it is in the University of Colorado's best interests for it to engage Wheless Partners to provide consulting and executive search assistance;

WHEREAS, Wheless Partners desires to contract with the University of Colorado to provide it with consulting and executive search assistance in recruiting a candidate to serve as the future president of the University of Colorado.

1. **TERM:** The term of this agreement shall begin on the date of the last signature hereto and end upon the appointment of a candidate to serve as the future president of the University of Colorado, unless this agreement is terminated by one or both of the parties at an earlier date.
2. **TERMINATION:** Either party may terminate this agreement at any time, without cause, upon written notice given thirty (30) days in advance. In the event that the University of Colorado terminates this agreement, it shall provide to Wheless Partners any fees and reimbursements currently due to Wheless Partners or that accrue within thirty (30) days of the notice of termination. In the event that, after termination, the University of Colorado hires a candidate whom Wheless Partners recruited, the University of Colorado will provide to Wheless Partners all fees owed under this agreement.

3. **SCOPE OF WORK:** Wheless Partners shall provide the services as anticipated in the Request for Proposal and the proposal. Without limitation, however, the parties anticipate that Wheless Partners will specifically perform the following duties:
- In concert with and subject to the approval of the University of Colorado Board of Regents, to develop selection criteria based on the job description or general outline of duties and responsibilities for the position and outline of the department organization relating to this position as provided by the client.
 - To advise the University of Colorado Board of Regents and the search committee it appoints upon the marketplace for candidates and anticipated terms of employment.
 - To advise the University of Colorado Board of Regents and the search committee it appoints on the qualifications of candidates for the position of President of the University of Colorado.
 - If requested by the University of Colorado, to host the candidates' completed questionnaires and resumes on Wheless Partners' password protected website and to permit client to post to the website for access by committee members the names of candidates advancing to various levels of search.
 - To recruit, screen and present those candidates whom Wheless Partners determines will meet the specifications provided by the University of Colorado Board of Regents.
 - To conduct an in-depth interview of all candidates to determine competence, general character traits, and compatibility with the University of Colorado Board of Regents.
 - To check references and background as prescribed by the University of Colorado.
 - Upon request, to assist in the negotiation of the terms of employment with a candidate whom the University of Colorado has designated as a finalist.
4. **LEAD PERSONNEL:** Wheless Partners has designated Michael JR Wheless to serve as the principal of Wheless Partners responsible for this engagement, with Robert E. Witt, Ph.D. and Scott Watson also serving in a key roles for this engagement. Because of Robert E. Witt, Ph.D. experience as a former president of university system, Wheless Partners acknowledges that that the University of Colorado has specifically requested that Robert E. Witt, Ph.D. attend meetings of the University of Colorado Board of Regents and the search committee to advise during the search process.

Wheless Partners agrees that it will not substitute others as the lead personnel for this search without providing notice to the University of Colorado Board of Regents and obtaining its consent to the substitution, which shall not be unreasonably withheld.

5. **FEES:** The University of Colorado Board of Regents agrees to pay Wheless Partners a fixed-sum of \$99,000.00 for performing the services under this agreement, which represents a discount from Wheless Partners terms of engagement. The University of Colorado agrees to pay Wheless Partners this fee upon the following schedule: (1) \$33,000.00 within ten calendar days of the execution of this agreement; (2) \$33,000.00 within forty-five days after the execution of this agreement; and (3) \$33,000.00 within ninety days after the execution of this agreement. In the event that the University of Colorado Board of Regents requests additional services from Wheless Partners or materially changes the scope or anticipated duration of the search, the University of Colorado Board of Regents and Wheless Partners may negotiate additional fees to be remitted to Wheless Partners, but no such fee will be remitted in the absence of an amendment to this contract between the parties.
6. **GUARANTEE:** Wheless Partners extends a replacement guarantee of 30 months from the date the selected candidate commences employment with the University of Colorado, meaning that if the employee's employment terminates of his/her own volition or for any reason other than reorganization, elimination of position, takeover, or material change in job responsibility within a 30 month period, Wheless Partners will serve as the University of Colorado's executive search consultant for a replacement search for no additional professional fee, save expenses incurred to conduct the replacement search.
7. **EXCLUSIVE ENGAGEMENT:** The University of Colorado Board of Regents agrees that, for the duration of this engagement unless otherwise terminated by either party, it will appoint Wheless Partners as the exclusive recruiter for the position and not engage any other entity to provide the services under this agreement.
8. **CONFIDENTIALITY:** Wheless Partners acknowledges that searches for chief executive officers of the University of Colorado are governed by the Colorado Open Meetings Law, Colorado Open Records Act, and University of Colorado policy. Wheless Partners agrees to maintain the confidentiality of all candidate applications and all personnel documents and records as anticipated by those laws and policies.
9. **NONREFERRAL:** The University of Colorado agrees that any candidate presented by Wheless Partners is submitted in confidence and is for the University of Colorado's internal consideration only. The University of Colorado acknowledges that it will not refer any candidate to outside entities without Wheless Partner's knowledge and consent.

10. **MEDIA STATEMENTS:** Wheless Partners agrees that it shall not issue any media statements related to the University of Colorado Board of Regents' search for a future president of the University of Colorado without the University's knowledge and consent. Colorado University will work with Wheless Partners for the announcement of the partnership and other search related media.
11. **SUBCONTRACTORS:** The University of Colorado Board of Regents acknowledges that Wheless Partners may engage subcontractors to perform services under this agreement, such as background checks or candidate assessments. Wheless Partners agrees not to engage any such subcontractors without the University of Colorado Board of Regents knowledge and consent. Wheless Partners agrees, in the event that it engages any subcontractor, that it shall not retain any of the subcontractor's fees as additional compensation.
12. **NON-TRAVEL EXPENSES:** The University of Colorado acknowledges that Wheless Partners will incur expenses in the course of this engagement and authorizes Wheless Partners to incur reasonable and necessary expenses incident to the search, which may include printing, mailing, placement of advertising, postage and delivery fees, teleconference fees, and other customary expenses as referenced on page 26 of the RFP Proposal - Professional Fees, Expenses and & Guarantee, section #1 Direct Expenses. The University of Colorado Board of Regents authorizes and agrees to reimburse Wheless Partners to incur an amount not to exceed \$25,000.00 in reasonable and customary expenses.
13. **WHELESS PARTNERS TRAVEL EXPENSES:** The University of Colorado acknowledges that Wheless Partners will incur travel expenses in the course of this engagement and authorizes Wheless Partners to incur reasonable any necessary travel expenses incident to the search. Reimbursable travel expenses shall be limited to the following: actual mileage (calculated using the State of Colorado rate applicable at the time of travel found here: <https://www.colorado.gov/pacific/osc/mileage-reimbursement-rate-history>), coach airfare (with discounted advance bookings made whenever possible), reasonably priced hotel/motel accommodations, economy class car rentals and eligible meals and incidental expenses. Eligible meal expenses shall include tips and incidental expenses shall include expenses for tips for bellhops, porters and maids. Expenses for meals and incidentals shall be determined by destination and shall be made at a rate not to exceed per diem amounts found at <https://www.gsa.gov/travel/plan-book/per-diem-rates>. The University of Colorado shall not reimburse for purchases of alcohol or other personal expenses that Wheless Partners may incur during the course of travel.

14. **EXPENSE REMITTANCE:** Wheless Partners agrees that it will remit any expenses for reimbursement within forty-five days of the expense being incurred and that the remittance will include only actual expenses with no administrative surcharges. The remittance shall include documentation verifying the expense. University of Colorado shall reimburse Wheless Partners for incurred actual expenses within thirty days of receiving a remittance
15. **CANDIDATE TRAVEL EXPENSES:** The University of Colorado acknowledges that it is ordinarily responsible for payment or direct reimbursement of candidate travel expenses. Upon the University of Colorado's request, Wheless Partners may advance and receive reimbursement for candidate travel expenses on the same terms that it may receive reimbursement for travel expenses.
16. **WHELESS PARTNERS REPRESENTATIONS:** Wheless Partners represents:
- Wheless Partners is qualified to render the services described herein and that its services will be provided in a timely and professional manner in accordance with applicable professional standards.
 - Wheless Partners has no conflict of interest involving its provision of services under this agreement.
17. **NOTICE:** All notices, requests, demands, and other communications under this agreement shall be in writing and shall be deemed to be given if hand delivered, emailed, or mailed by certified mail.

Unless hereinafter changed by written notice to Contractor, any notice to the University shall be delivered, emailed, or mailed to the University at:

Patrick T. O'Rourke, University Counsel and Secretary of the Board of Regents
University of Colorado System Administration
1800 Grant Street
Suite 800
Denver, Colorado 80203
Patrick.orourke@cu.edu

Unless hereinafter changed by written notice to the University, any notice to Wheless Partners shall be delivered, emailed or mailed to Wheless Partners at:

Rich Grehalva
Wheless Partners
2100 Southbridge Parkway
Suite 650
Birmingham, Alabama 35209
MWheless@whelesspartners.com

18. **OPEN RECORDS:** Wheless Partners acknowledges that the University of Colorado is a public institution, and, as such, is subject to the Colorado Open Records Act, C.R.S. §§ 24-72-101 et seq. Wheless Partners acknowledges that documents related to its services, including this agreement and any fees and expenses paid to Wheless Partners, must be disclosed in accordance with the term of the act, unless a statutory exemption applies.
19. **REMEDIES:** In addition to any other remedies provided for in this Agreement, and without limiting its remedies otherwise available at law, the University of Colorado may exercise the following remedial actions if the Wheless Partners substantially fails to satisfy or perform the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect or improper performance, activities, or inaction by Wheless Partners:
- Suspend Wheless Partners's performance pending necessary corrective action as specified by the University without Wheless Partners's entitlement to adjustment in price/cost or schedule.
 - Withhold payment to Wheless Partners until the necessary corrections in performance are satisfactorily completed.
 - Request the removal from work on the agreement of employees or agents of Wheless Partners whom the University justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the agreement the University deems to be contrary to the public interest or not in the best interest of the University.
20. **WAIVER:** No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

21. **PARTIAL INVALIDITY:** Should any part of this agreement, for any reason, be declared invalid by a court of competent jurisdiction, the remaining portion shall remain in full force and effect as if this agreement had been executed without the invalid portion. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
22. **GOVERNING LAW:** The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Contract.
23. **NONASSIGNMENT:** Wheless Partners acknowledges that the University of Colorado Board of Regents specifically retained Wheless Partners to perform the services anticipated by this agreement and that it may not transfer or assign any rights or obligations to any third party without the University of Colorado's knowledge and consent.
24. **MODIFICATIONS:** No amendment to this Agreement shall be effective unless in writing and signed by the duly authorized representatives of both parties.
25. **ENTIRE AGREEMENT:** The terms and provisions of this agreement, its attachments, exhibits and amendments, represent the entire understanding of the parties with respect to the subject matter of this agreement.
26. **SPECIAL PROVISIONS:** The following Special Provisions are required pursuant to the University of Colorado Fiscal Procedures. The Special Provisions shall always control over other parts of the Agreement. The Special Provisions are set forth below. All references to "Contractor" shall be deemed to apply to Wheless Partners:
- **CONTROLLER'S APPROVAL.** This contract shall not be valid until it has been approved by the University Controller or designee.
 - **FUND AVAILABILITY.** Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
 - **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

- **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the University. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the University and the University shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the University to any agreement, liability or understanding, except as expressly set forth herein.

Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the University, and (c) be solely responsible for its acts and those of its employees and agents.

- **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and state laws, University policies, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
- **BINDING ARBITRATION PROHIBITED.** The University of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

- **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.** CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the University has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's Products and Services and Contractor shall not employ any person having such known interests.

- **VENDOR OFFSET.** If required by CRS §24-30-202.4 (3.5), the University Controller or designate may withhold payment under the State's vendor offset intercept system for debts owed for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

- **PUBLIC CONTRACTS FOR PRODUCTS AND SERVICES.** CRS §8-17.5-101. Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the University within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the University a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the University may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

Persons signing for Wheless Partners affirm that they are authorized to act on Contractor's behalf and acknowledge that the University is relying on their representations to that effect.

THE REGENTS OF THE UNIVERSITY
OF COLORADO, a body corporate

WHELESS PARTNERS

By 

By 
412AB1BD419F4CE...

Bruce Benson
Printed Name

Michael wheless
Printed Name

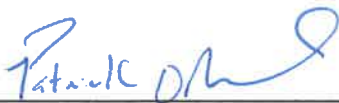
Reg
Title

Chairman
Title

9/28/18
Date

10/4/2018
Date

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Patrick O'Malley", written over a horizontal line.

Vice President University Counsel and
Secretary of the Board of Regents

ACKNOWLEDGED:

A handwritten signature in blue ink, appearing to read "Robert Kuehler", written over a horizontal line.

Robert Kuehler
Associate Vice President and University Controller

Roles of the Search Committee Co-Chairs

Regent Policy 3(E) states that “the primary responsibility of the chair shall be to ensure that the best qualified candidates are considered.” Beyond that responsibility, however, the policy also anticipates that the co-chairs will:

- Guide the search committee in developing and implementing the search plan
- Oversee the timely and professional operation of the committee
- Guarantee an opportunity for all qualified candidates to receive committee consideration
- Work with an affirmative action officer to ensure that effective recruitment mechanisms are utilized and that the committee is provided information relevant to the recruitment of underrepresented groups
- Ensure that complete records of meetings and actions are maintained
- Maintain the confidentiality of the committee proceedings, communications with candidates, and the identity of candidates, to the extent permitted by law
- Be the sole spokesperson regarding committee activities and the status of the search process
- Communicate with candidates and inform them of the status of the search process
- Ensure that financial expenditures generated by the committee are approved prior to their obligation
- Report to the supervising authority the deliberations of the committee, divisions of opinion, and information it has compiled about recommended candidates. The co-chairs should report immediately if any difficulties arise which threaten the committee's successful operation
- When deemed necessary, authorize the committee members to visit a candidate's place of employment if finances and candidate circumstances allow
- Make arrangements for a meeting between the Board of Regents and the search committee at the conclusion of the search process
- Compile the search committee final report summarizing the process and lessons learned for the benefit of future search committees for submission to the supervising authority

Role of Search Committee Members

Regent Policy 3E does not define the role of the search committee members, but instead defines the role of the search committee. It states: The basic charge of a search committee is to generate a strong pool of candidates and advise the supervising authority of those candidates best qualified to meet the university's needs. These duties shall be accomplished in a professional and timely manner.

Although the policy does not define the obligations of an individual search committee member, there are some best practices:

- Review and understand the Board of Regents' charge to the search committee
- Work with the search firm to define the search criteria and candidate profile
- Review all materials related to individual candidates
- Give fair consideration to all qualified candidates
- Be mindful of the university's commitment to equal opportunity, diversity, and inclusion
- Be mindful of potential unconscious biases that could affect the committee's deliberations
- Engage in open and candid discussions of the strengths and weaknesses of potential candidates with the other members of the search committee
- Disclose any personal or professional relationships with candidates that might pose a conflict of interest and recuse from voting on candidates where an actual conflict exists
- Maintain confidentiality during the search process
- Remember that the members of the search committee serve to identify presidential candidates whose service will be in the best interests of the entire university system, not any particular campus or constituency
- Work collaborative and cooperatively with the co-chairs of the search committee, other members of the search committee, the search firm, and the administrative staff supporting the search

Administrative Support for the Search Committee

A presidential search is one of the most important tasks that the Board of Regents undertakes. The administration must provide sufficient support to allow the Board of Regents and the search committee to carry out its responsibilities.

Regent Policy 3(E) allows the Board of Regents to designate a search administrator to provide support through the search process. The search administrator shall:

- Manage all logistics requirements
- Maintain procedures for preserving search committee records
- Provide candidates with information relevant to the search and the university

The Board of Regents has appointed University Counsel Patrick T. O'Rourke as the search administrator. We are using a team approach. (1) University Counsel and Secretary of the Board of Regents Patrick O'Rourke – I have knowledge of the laws and policies that govern the searches and can advise the search committee and the Board of Regents as it considers candidates; (2) Vice President Kathy Nesbitt – Ms. Nesbitt has experience in executive searches, will interact with the search firms, and can advise on the human resources, diversity, and information technology aspects of the search; (3) Vice President Ken McConnellogue – Mr. McConnellogue will be able to assist us with media inquiries and communications strategy; (4) Amy Humble – Ms. Humble is a consultant who assists the Board of Regents with strategic planning and governance. She will assist in the interactions with the search consultants and in facilitating the search committee's work; and (5) Amanda Billing – Ms. Billing will assist in the coordination of the search committee's activities.

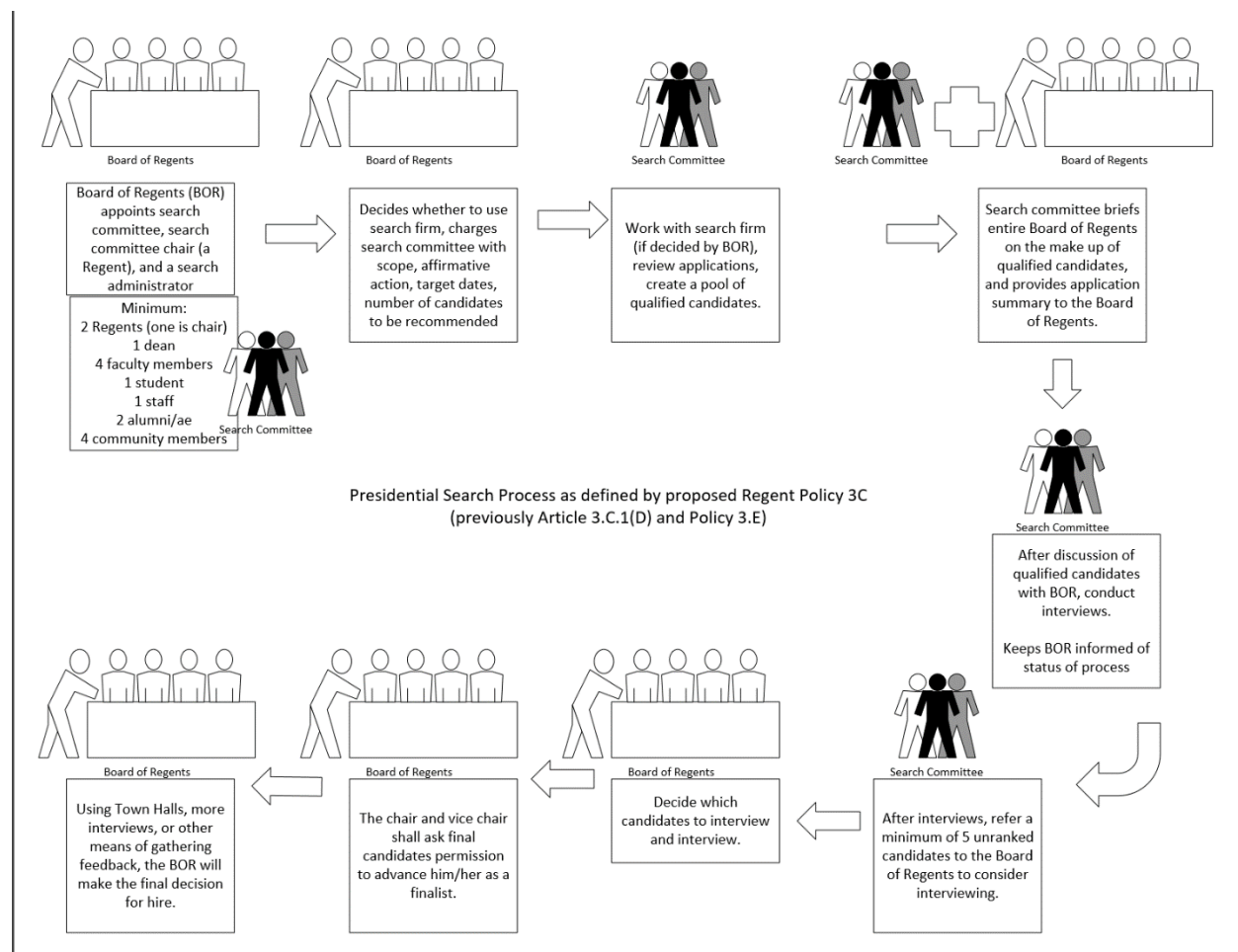
Search Process Requirements

The search process begins when the Board of Regents provides a charge to the search committee describing the scope of the search and the desired qualifications of presidential candidates.

The search committee will work with the search firm to define the search profile and develop candidate criteria. The search firm will then be tasked with marketing the position, receiving nominations from both within and outside of the university, and determining which candidates meet the qualifications necessary for them to be presented to the search committee.

The search committee then has the ability to interview candidates (initially through Skype or other technology and then narrowing to a pool of in-person interviews) with the ultimate goal of recommending a minimum of five unranked candidates to the Board of Regents for its consideration.

Here is a graphic representation of the process:



Points of Contact Between the Board of Regents and the Search Committee

Regent Policy 3(E) does not anticipate that the search committee will function in a completely autonomous manner. To the contrary, the policy requires consistent interaction between the board and the search committee. Those touch points include, but are not limited to:

- Meeting with the Board of Regents to review the candidate pool at the point in the search where the committee has sufficiently narrowed the pool that it is having serious discussions regarding which candidates will be invited for initial interviews
- Referring a minimum of five unranked candidates for the Board of Regents to consider interviewing.

These touch points are designed to ensure that the board remains in control of the search process by giving the regents the ability to vet candidates before the search committee conducts any interviews, as well as to ensure that the regents have the ability to choose between multiple candidates.

While these are the touch points contained within the policy, they are not exclusive. If the regents believe it is appropriate, the board can request additional opportunities to interact with the search committee.

Candidate Confidentiality

We have the ability to conduct the majority of the search process without making candidate names public. Under Colorado's Open Meetings Act and Open Records Act, the identity of candidates and materials related to their candidacy are not subject to public disclosure. *Colo. Rev. Stat. §24-6-402(3)(d)(3.5); Colo. Rev. Stat. §24-72-204(3)(a)(XI)*. The work done by the search committee to recruit, vet, interview, and recommend candidates to the Board of Regents should be protected from disclosure and will not be disclosed in the absence of a court order requiring disclosure.

The Board of Regents has the ability to meet with candidates and interview them before declaring one or more of the candidates as a finalist. Once the Board of Regents has determined that it would like to name a candidate as a finalist, Regent Policy 3(E) requires the chair of the search committee to contact the candidate and obtain permission to declare a finalist.

Once a candidate is declared as a finalist, the Board of Regents must make the candidate's application available for public inspection. The Board of Regents may not finalize employment with a candidate for fourteen days after naming the finalist. *Colo. Rev. Stat. §24-6-402(3)(d)(3.5)*. During that fourteen day period, the candidate will probably make campus visits so that the Board of Regents can receive feedback from constituents.

We are asking the members of the search committee to sign an acknowledgment that they are aware of the expectation of confidentiality and agree not to breach the confidentiality of the search process.

Open Records

For records that do not pertain to particular candidates and work of the search committee to consider their applications, those records may be subject to the Colorado Open Records Act, as they relate to a state institution of higher education and are used in the exercise of functions authorized by law. Please remain mindful that e-mails and other documents created by search committee members may be public records. In the event that we receive an open records request, the University Counsel and Secretary of the Board of Regents shall advise you and determine whether any documents are responsive to the request.

Conflicts of Interest – Disclosure and Recusal

To uphold public confidence and to ensure that the search committee acts consistently with the Board of Regents' expectations, the Board of Regents requires that search committee members disclose potential conflicts of interest and recuse themselves from participating when a conflict of interest exists.

In assessing whether a conflict of interest exists, search committee members must faithfully pursue the interests of the university, rather than the member's own interests or the interests of another person or organization. Although a conflict of interest may be financial in nature, conflicts may exist in other situations where no financial interest is implicated.

When serving on the search committee, a potential conflict of interest exists where a reasonable observer would conclude that a member of the search committee could not impartially exercise independent judgment in considering a candidate's qualification for the office of the president. Among the situations that might cause a reasonable observer to reach such a conclusion would be the existence of a significant personal or professional relationship between the search committee member and the candidate.

While it impossible to anticipate all of the personal and professional relationships that might give rise to a conflict of interest, such a conflict exists where a search committee member will benefit in some way from the candidate's success. The most obvious cases of conflicts of interest, include having or having had a close personal relationship with a candidate, having or having had an employment relationship with a candidate, having worked closely with a candidate, having served on committees with a candidate, or having engaged in a business venture of any type with a candidate.

In the event that a search committee member believes that he or she has a potential conflict of interest, the search committee member must disclose that potential conflict to the search committee and, if the search committee agrees that a conflict exists, refrain from participating in the matter to which the conflict relates. The university counsel can help the search committee member determine whether there is a conflict of interest that the member should disclose, but, even if a conflict may not formally exist, a search committee member should consider voluntary disclosure and recusal if the circumstances might give rise to concern.

We are asking that the members of the search committee sign an acknowledgment that they are aware of the definition of a conflict of interest, agree to disclose potential conflicts, and agree to not to participate in decisions where a conflict exists.

Defense and Indemnity

As authorized volunteers on the search committee, you are entitled to defense and indemnity from any claims that arise from your service on the search committee. The only limitation upon the university's obligation to defend and indemnify you from such claims is if a court of competent jurisdiction determines that you have engaged in willful and wanton tortious conduct in the course of your service. *C.R.S. §24-10-118(2)(a)*.

Acknowledgment of Search Committee Member Duties

As a member of the search committee appointed to identify, recruit and recommend presidential candidates to the Board of Regents, I accept my responsibility to protect the integrity of the search process and agree to the following principles:

- I acknowledge and agree that maintaining confidentiality is a critical element in conducting a successful search and will act in a manner that maintains the confidentiality of the search process to the maximum extent permitted by law.
- I acknowledge and agree to maintain confidentially the identity and application of any presidential candidate, to refrain from disclosing this information to any person other than in the course of pursuing my duties as a member of the search committee, and to maintain the post-search confidentiality of any candidate that the Board of Regents does not name as a finalist and publicly disclose in accordance with regent policy and Colorado law.
- I acknowledge and agree that, at the conclusion of the search committee's work and upon request, I will transfer all related files and documentation in my possession or control to the University Counsel and Secretary of the Board of Regents for proper retention or disposition.
- I acknowledge and agree that only the co-chairs of the search committee are authorized to speak to the media about the presidential search process on behalf of the search committee.
- I acknowledge and agree that I must avoid any conflicts of interest in my service as a member of the search committee, that a potential conflict of interest exists where a reasonable observer would conclude that I could not impartially exercise independent judgment in considering a candidate's qualification for the office of the president, and that among the situations that might cause a reasonable observer to reach such a conclusion would be the existence of a significant personal or professional relationship between myself and a candidate.
- I acknowledge and agree that I must disclose any potential conflicts of interest to the search committee and refrain from participating in any decisions where the search committee determines that a conflict of interest exists.
- I acknowledge and agree that only the Board of Regents is authorized to take action to formally hire any candidate.
- I acknowledge and agree to give fair consideration to all qualified candidates

- I acknowledge and agree to abide by the university's policies that prohibit discrimination on the basis of race, color, national origin, sex, pregnancy, age, disability, creed, religion, sexual orientation, gender identity, gender expression, veteran status, political affiliation, or political philosophy in employment.
- I acknowledge and agree to abide by the Board of Regents' charge to the search committee and to identify presidential candidates whose service will be in the best interests of the entire university system, not any particular campus or constituency.
- I acknowledge and agree that the Board of Regents may remove me from the search committee and replace me with another member if I fail to uphold any of these commitments.

Signature_____

Printed Name: _____

Date: _____